



RESPONSE UNDER 37 CFR 1.116  
EXPEDITED PROCEDURE  
EXAMINING GROUP 3628

PATENT APPLICATION  
Attorney Doc. No. 5387-003  
Client Ref. No. CMH99016

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Min-Ho CHA  
Serial No. 09/509,326 Examiner: Harish T. Dass  
Confirmation No. 1618  
Filed: March 24, 2003 Art Unit: 3628  
For: AUTOMATIC ORDERING METHOD AND SYSTEM FOR TRADING OF  
STOCK, BOND, ITEM, FUTURE INDEX, OPTION, INDEX AND SO ON

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**PRE-APPEAL BRIEF REQUEST FOR REVIEW**

Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request.

This request is being filed with a Notice of Appeal.

This review is requested for the reason(s) states on the attached sheet(s). Note: no more than five (5) pages may be provided.

I am the:

- ☐ applicant/inventor  
☐ assignee of record of the entire interest  
See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed)  
☒ attorney or agent of record  
☐ attorney or agent acting under 37 CFR 1.34

Total of (1) forms are submitted.

Customer No. 20575

Respectfully submitted,  
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Date: April 3, 2006

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**ARGUMENTS IN SUPPORT OF PRE-APPEAL BRIEF CONFERENCE**

In the Final Office Action, dated November 2, 2005 and in the advisory action dated March 1, 2006, the Examiner makes clear errors in the Examiner's rejections. For example, the Examiner alleged in the advisory action that the applicant filed to point out any missing limitation in the previous office action, instead explains the invention in general way.

On the contrary, the applicant has, however, clearly pointed out in numerous places of the responses what those missing limitations are. For example, with respect to claim 25, please see lines 2-3 and 22-32 of page 8; and lines 19-28 of page 9 of the amendment after final submitted by the applicant on February 2, 2006 and compare with elements (d) and (e) of claim 25, among other limitations.

As stated in the response, Minton merely relates to a data processing and communication system that allows users to purchase and sell securities. Minton does not teach or suggest a system for generating buy and sell orders, without an intervention by the user, immediately upon the contracting of previous orders. In other words, Minton does not even teach generating subsequent buy and sell orders as soon as the previous buy or sell orders are contracted, and even if desired, would require some human intervention to place those subsequent orders.

In the prior art, purchases are *contracted* based on future market conditions, but no conditions are taught for *generating* subsequent buy and sell orders based on the contracting of previous orders. For instance, in the prior art, there is no requirement that subsequent orders must be generated based on previously contracted orders. In contrast, in the claimed invention, subsequent orders are directly “tied” to the immediately preceding contracted orders and must be generated if the previous order is contracted. And furthermore, even if future orders become desirable, the prior art requires human intervention to place those subsequent buy and sell orders.

The Examiner properly recognizes that Minton does not disclose “(e) immediately after one of the selling order and the purchase order is contracted, the computer system, without an intervention by the user, generating and placing another purchase order and another selling order for trade according to the automatic trade condition.” OA, page 3. The Examiner further appropriately recognizes that Minton does not teach the repetition of step (e) or that each of the selling orders are at a price higher than the previously contracted price and each of the buying orders is at a price lower than the previously contracted price. OA, page 3. The Examiner, however, improperly looks to Kalmus (U.S. Patent No. 4,674,044) in an attempt to find these missing elements.

Kalmus simply discloses an automated trading market that does not even *generate* buy or sell orders. Rather, the Kalmus system simply *processes* buy and sell orders that are generated elsewhere. Kalmus fails to teach any of the claim limitations missing from Minton.

For each of these reasons, independently and collectively, Kalmus fails to satisfy the missing claim limitations and does not assist in establishing a *prima facie* case of obviousness for rejecting these claims. Claims 25-26, 28, 30-32, and 35-37 are therefore patentable over the prior art of record.

With respect to dependent claims 27, 29, and 33-34, Gutterman does not teach inputting both a buy order and sell order immediately after entering an initial purchase order. It also fails to teach immediately generating future buy and sell orders depending on which previous buy or sell order is contracted.

In addition, Gutterman’s teachings regarding establishing a spread do not equate to the claimed automatic trade conditions governing future buy and sell orders. Rather, Gutterman’s teachings simply explain that a spread can be used to define an acceptable profit level at which point the purchaser will be satisfied to sell the purchased stock. Gutterman, for instance, explains that using a “spread” a purchaser “may order his broker to ‘buy one July

pork bellies and sell one February bellies at 80 points difference or more, premium February' ... to establish a new spread position, or to take the profit in a position at a narrower difference and be satisfied with the profit at 80 points difference." Col. 4, lines 59-61. This simply defines one future trade condition, however, and does not supply an automatic trade condition that is used to generate and place multiple subsequent buy and sell trade orders. Claims 27, 29, and 33-34 are therefore further believed to be in condition for allowance for this additional reason.

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